

# Real Estate For Sale

Sealed  
Bid  
Sale

## Vacant Land – Denver Airport Vicinity



**Denver FUI**



**Denver OUF**



**Denver JOY**



**Denver DPP**

**Auction Begins: February 11, 2009  
Sale No. GSA-R-1601**

**U.S. General Services Administration**  
Real Property Disposal Division  
819 Taylor Street, Room 8A10  
Fort Worth, Texas 76102-6103  
817-978-4324  
<https://propertydisposal.gsa.gov>

**GSA**

**Important Notice**

- Bidders should read all pages and all sections of the Invitation for Bids (IFB) before making a bid.
- GSA is not responsible for the accuracy of any IFB that was not obtained directly from the United States Government.
- Bids must be made on the bid forms contained in this Invitation for Bids.
- All bids must include a bid deposit as described herein.
- The information below must appear in the lower left hand corner of the bid envelope.

AUCTION TYPE: SEALED BID

SOLICITATION NO: GSA-R-1601 (Invitation Number)

DATE OF RECEIPT OF BIDS: February 11, 2009 (Bid Opening Date)

TIME FOR RECEIPT OF BIDS: 2:00 p.m. (Local time at place of bid opening)

OFFICE DESIGNATED TO RECEIVE BIDS: (7PR)

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See the property on the Internet at: <https://propertydisposal.gsa.gov> and  
[www.auctionrp.com](http://www.auctionrp.com).

## **SALE OF GOVERNMENT REAL PROPERTY**

**SALE NO. GSA-R-1601**

### **INVITATION FOR BIDS**

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**Bid Item#1 – Denver FUI**

0.39 acres of vacant land

**Bid Item#2 – Denver OUF**

2.835 acres of vacant land

**Bid Item#3 – Denver JOY**

0.08 acres of vacant land

**Bid Item#4 – Denver DPP**

0.67 acres of vacant land

Sealed Bids in duplicate, for the purchase of the Government property described in the Schedule portion of this Invitation for Bids will be received until 2:00 p.m., local time at place of **bid opening, February 11, 2009**, General Services Administration (7PR), Real Property Disposal Division, Room 8A10, 819 Taylor Street, Fort Worth, Texas 76102. As used herein, "Government" shall mean the United States of America, acting by and through the Administrator of General Services.

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#### **SUBMIT SEALED BIDS TO:**

**General Services Administration  
Real Property Disposal Division - 7PR  
ATTN: William Rollings  
819 Taylor Street, ROOM 8A10  
Fort Worth, Texas 76102-6103**

This Invitation for Bids is issued subject to, and bids submitted pursuant to this Invitation for Bids must be in compliance with and subject to, the provisions of this Invitation for Bids, including the Schedule portion thereof, and (1) the Instructions to Bidders, GSA Form 1741; (2) the General Terms of Sale (3) the Special Terms of Sale, Invitation No. GSA-R-1601; (4) the provisions of Bid Form and Acceptance; and (5) the Quitclaim Deed form, all of which are attached to this Invitation for Bids and by this reference made a part thereof.

**Location and Description:**

All 4 properties are located in the vicinity of the Denver International Airport in Denver Colorado.

**Bid Item#1 – Denver FUI:** offers approx. 0.39 acres of vacant land. Property can be accessed from Pena Blvd and Tower Road.

Directions:

- Take Pena Blvd towards Denver Airport
- Make a left on Tower Road
- Pass E. 96<sup>th</sup> Avenue
- Property located on left side of street
- There should be a For Sale sign located on the property

**Bid Item#2 – Denver OUF:** offers approx. 2.835 acres of vacant land. Property can be accessed from 56<sup>th</sup> Avenue.

Directions:

- Take Pena Blvd towards Denver Airport
- Make a right on Jackson Gap
- Jackson Gap becomes E 71<sup>st</sup> Avenue
- Make a right on Valleyhead Road
- Make a right on E. 56<sup>th</sup> Avenue
- Go about 6/10 of a mile
- Make a left
- Go about 1 mile and make a right
- There should be a For Sale sign located on the property

**Bid Item#3 – Denver JOY:** offers approx. 0.08 acres of vacant land. Property can be accessed from Shumaker Road.

Directions:

- Take Pena Blvd towards Denver Airport
- Make a right on Jackson Gap
- Jackson Gap becomes E 71<sup>st</sup> Avenue
- Make a right on Valleyhead Road
- Make a left on E. 56<sup>th</sup> Avenue
- Make a left on N. Imboden Road
- Make a right on E. 88<sup>th</sup> Ave.
- Pass Quail Run Road

- Pass N. Manilla Road
- Make a left on N. Schumaker Road
- Pass E. 98<sup>th</sup> Ave.
- There should be a For Sale sign located on the property

**Bid Item#4 – Denver DPP:** offers approx. 0.67 acres of vacant land. Property can be accessed from 26<sup>th</sup> Avenue.

Directions:

- Take Pena Blvd towards Denver Airport
- Make a right on Jackson Gap
- Jackson Gap becomes E 71<sup>st</sup> Avenue
- Make a right on Valleyhead Road
- Make a left on E. 56<sup>th</sup> Avenue
- Make a right on Monaghan Mile Road
- Make a left on E. 26<sup>th</sup> Avenue
- There should be a For Sale sign located on the property

**General Inquiries**

Information about the property can be obtained by calling William Rollings, Project Manager, General Services Administration, Office of Real Property Disposal, at (817) 978-4324, by emailing [william.rollings@gsa.gov](mailto:william.rollings@gsa.gov) or by writing to General Services Administration, Office of Real Property Disposal, 819 Taylor Street, Room 8A10, Fort Worth, Texas 76102.

## **SCHEDULE**

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### **1. Location:**

All 4 properties are located in the vicinity of the Denver International Airport in Denver Colorado.

### **2. The Offering:**

#### **Legal Description:**

#### **Bid Item#1 – Denver FUI**

A PARCEL OF LAND LOCATED IN THE SOUTHEAST 1/4, SECTION 16, TOWNSHIP 2 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, ADAMS COUNTY, COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FOR REFERENCE AT THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4, SECTION 16, THE TRUE POINT OF BEGINNING; THENCE WESTERLY ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4, SECTION 16, NORTH 89 DEGREES 40 MINUTES 25 SECONDS WEST A DISTANCE OF 130.00 FEET; THENCE SOUTH 0 DEGREES 19 MINUTES 35 SECONDS WEST A DISTANCE OF 130.00 FEET; THENCE SOUTH 89 DEGREES 40 MINUTES 25 SECONDS EAST A DISTANCE OF 130.00 FEET TO THE EAST LINE OF SAID SECTION; THENCE ALONG THE EAST LINE NORTH 00 DEGREES 19 MINUTES 35 SECONDS EAST A DISTANCE OF 130.00 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4 OF SECTION 16 AND THE TRUE POINT OF BEGINNING.

#### **Bid Item#2 – Denver OUF:**

A parcel of land located in the NE ¼ and NW ¼ of Section 20, Township 3 South, Range 65 West of the 6<sup>th</sup> P.M., Adams County, Colorado and being more particularly described as follows:

Beginning at the northeast corner of the NE ¼ of said Section 20; thence S 0° 05' 26"W a distance of 30.01 feet; thence N 89° 52' 13" W a distance of 4,062.42 feet; thence S 0° 07' 47" W a distance of 16.50 feet; thence N 89° 52' 13" W a distance of 40.00 feet; thence N 0° 07' 47" E a distance of 40.00 feet; thence S 89° 52' 13" E a distance of 40.00 feet; thence N 0° 07' 47" E a distance of 6.51 feet to a point on the north line of said Section 20; thence along said north line of Section 20, S 89° 52' 13" E a distance of 4,062.40 feet to the point of beginning. Containing 2.835 acres of land, more or less.

**Bid Item#3 – Denver JOY:**

A parcel of land located in the SW ¼, NW ¼ of Section 18, Township 2 South, Range 63 West of the 6<sup>th</sup> P.M., Adams County Colorado and being more particularly described as follows: Commencing for reference at the southwest corner of said SW ¼, NW ¼ of Section 18; thence N 13° 23' 21" E a distance of 123.40 feet to the point of beginning of the herein described parcel of land; thence N 0° 40' 51" W a distance of 30.00 feet; thence N 89° 19' 09" E a distance of 68.29 feet; thence N 0° 40' 51" W a distance of 10.00 feet; thence N 89° 19' 09" E a distance of 40.00 feet; thence S 0° 40' 51" E a distance of 40.00 feet; thence S 89° 19' 09" W a distance of 108.29 feet to the point of beginning. Containing 0.084 acres of land, more or less.

**Bid Item#4 – Denver DPP**

A parcel of land located in the Northeast ¼, Northeast ¼, of Section 34, Township 3 South, Range 65 West of the 6<sup>th</sup> P.M., Adams County, Colorado and being more particularly described as follows:

Commencing for reference at the Northeast corner of said Section 34; Thence South 0° 09' 54" West a distance of 30.00 feet to the Point of Beginning of the herein described parcel of land; Thence South 0° 09' 54" East a distance of 256.99 feet; Thence South 89° 55' 59" West a distance of 112.65 feet; Thence North 0° 04' 01" West a distance of 256.99 feet; Thence North 89° 55' 59" East a distance of 112.21 feet to the Point of Beginning.

3. This sale is made on the basis that the following described rights, titles and interests shall be reserved unto the United States of America and its assigns from and out of the hereinabove described property, and the final instrument of conveyance shall contain the following terms and provisions of reservation:

**SAVE AND EXCEPT** and there is hereby reserved unto the UNITED STATES OF AMERICA, and its assigns, all rights and interests which have been previously reserved to the UNITED STATES OF AMERICA in the Patents which cover the Property.

4. This sale is made and the conveyance of the hereinabove described property shall be made subject to the following outstanding interests and exceptions which shall be set forth in the final instrument of conveyance in the following manner:

This deed and conveyance is expressly made subject to the following matters to the extent and only to the extent the same are valid and subsisting and affect the Property:

- a. All existing permits, servitudes, easements and rights-of-way for public streets, roads and highways, public utilities, electric power lines, electric



transmission facilities, railroads, pipelines, ditches, conduits and canals on, over and across said land, whether or not of record.

b. All existing interests reserved to or outstanding in third parties in and to water rights, ditch and reservoir rights, as well as oil, gas, and/or minerals, whether or not of record.

c. All other existing interests reserved by any grantors in chain of title unto said grantors, their respective successors and assigns, which affect any portion of the Property interests hereinabove described, whether or not of record.

d. Any survey discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or protrusions, or any overlapping of improvements which may affect the subject Property.

e. Existing ordinances or resolutions, special purpose district rules and regulations, including soil conservation district rules and regulations and water conservancy district rules and regulations, filed of public record and affecting all or any portion of the subject Property.

5. This sale is expressly made subject to the following environmental notices, exceptions, restrictions and covenants affecting the Property, which shall be included in the final instrument of conveyance substantially as set forth below:

a. CERCLA Notices, Covenants and Reservations

I. **CERCLA Notice** - Pursuant to 40 CFR 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA)(42 U.S.C. §9620(h)(3)(A)(i)), and based upon a complete search of agency files, the United States gives notice that no hazardous substances have been released or disposed of or stored for one year or more on the Property.

II. **CERCLA Covenant** - Grantor hereby covenants and warrants that all remedial action necessary to protect human health and the environment has been taken before the date of delivery of this Quitclaim Deed. Grantor warrants that it shall take any additional response action found to be necessary after the date of this Quitclaim Deed regarding hazardous substances located on the Property on or prior to the date of this conveyance.

(1) This covenant shall not apply:

(a) in any case in which Grantee, its successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; OR



(b) to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the Grantee, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:

(i) results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; OR

(ii) causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance; OR

(iii) in the case of a hazardous substance(s) previously unknown by Grantor and Grantee as of the date of this conveyance but which is hereafter discovered by Grantee, its successor(s) or assign(s), or any party in possession and where after such discovery, Grantee, its successor(s) or assign(s), or any party in possession thereafter causes or exacerbates a release or threatened release of such hazardous substance(s).

(2) In the event Grantee, its successor(s) or assign(s), seeks to have Grantor conduct any additional response action, and, as a condition precedent to Grantor incurring any additional cleanup obligation or related expenses, the Grantee, its successor(s) or assign(s), shall provide Grantor at least 45 days written notice of such a claim. In order for the 45-day period to commence, such notice must include credible evidence that:

(a) the associated contamination existed prior to the date of this conveyance; and

(b) the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the Grantee, its successor(s) or assign(s), or any party in possession.

III. **Access.** Grantor reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to Grantor. These rights shall be exercisable in any case in which a remedial action, response action or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as

required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

**IV. Non-Disturbance Clause.** Grantee covenants and agrees for itself, its successors and assigns and every successor in interest to the Property, or part thereof, not to disrupt and/or prevent the United States of America, its officers, employees, agents, contractors and subcontractors, and any other authorized party or entity from conducting any required response, including, but not limited to any necessary investigation, survey, treatment, remedy, oversight activity, construction, upgrading, operating, maintaining and monitoring of any groundwater treatment facilities or groundwater monitoring network on the Property.

b. Grantee has inspected the hereinabove described and conveyed property and has satisfied him/her/itself that the property is free of any hazardous substance(s) or petroleum products or their derivatives, and Grantee, its heirs, successors and assigns, will indemnify, protect, defend, save and hold harmless Grantor, and Grantor's employees, officers, representatives, attorneys and agents, from and against any and all debts, duties, obligations, liabilities, suits, claims, demands, causes of action, damages, losses, cost and expenses (including without limitation, costs associated with any investigation, monitoring, sampling, testing or removal of hazardous substance(s), attorneys' fees and expenses and court costs) in any way relating to, connected with, and/or arising out of the discovery of any hazardous substance(s) or petroleum product(s) or their derivatives which may have contaminated the hereinabove and conveyed property after the date of this Deed.

c. Grantee covenants for itself, its successors and assigns and every successor in interest to the property herein described of any part thereof, that any construction or alteration is prohibited unless a determination of no hazard to air navigation is issued by the FAA in accordance with Title 14, Code of Federal Regulations, Part 66, entitled, "Objects Affecting Navigable Airspace," or under the authority of the Federal Aviation Act of 1958, as amended.

d. The Property is conveyed "**as is**" and "**where is**" without any representation or warranty on the part of Grantor to make any alterations, repairs or additions. Grantee, for itself and its successors and assigns, further acknowledges that Grantor has made no representations or warranty concerning the condition and state of repair of the Property nor has Grantor made any other agreement or promise to alter, improve, adapt or repair the Property not otherwise contained herein.

#### **SPECIAL TERMS OF SALE**

A. Method of Payment - Bid Deposit:

Paragraph 5 of Instructions to Bidders, GSA Form 1741, requires a bid deposit to accompany each bid. **The amount of such bid deposit must be at least twenty percent (20%) of the amount of the bid. Such bid deposit must be in the form of United States Currency, United States Postal Service money order, cashier's check, certified check or money order** issued by and drawn upon, or certified by, a bank or other financial institution chartered by the Federal Government or a state of the United States, **payable to the order of "General Services Administration"**. Money orders and checks issued by commercial organizations engaging in a principal business other than financial services will not be accepted.

B. Method of Payment – Balance of Purchase Price:

**The balance of the purchase price shall be payable in full within 30 days of acceptance or at time of closing.** Wire transfer of funds shall effect payment of the balance of the purchase price. Such wire transfer shall be initiated by the bidder by having its bank transmit the required monies by transmitting a funds transfer message to the United States Treasury. The format and procedure for transmitting the required wire transfer message to the United States Treasury will be provided to the purchaser upon acceptance by the Government of such bid.

C. Method of Award.

The bid that represents the best value to the Government will be considered for acceptance. The Government reserves the right to reject any and all bids at any time for any reason. Successful High Bidder(s) will be notified by letter, or as otherwise specified herein, that award has been made on the item(s) bid.

D. Backup Bidder

**The second-highest bidder will be the Backup Bidder.** The Backup Bidder may be considered for award as successful bidder. If the High Bidder is unable to consummate the transaction, the Backup Bidder's deposit may be retained, without interest, until the High Bidder consummates the transaction. Subsequently the bid deposit of the Backup Bidder will be returned by mail immediately thereafter. In the event that the Government is unable to consummate the transaction with the high bidder or Backup Bidder, the Government reserves the right to consider remaining bid(s) and make an award that is in the best interest of the Government.

**GENERAL TERMS OF SALE**  
(GOVERNMENT REAL AND RELATED PERSONAL PROPERTY)

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**A. TERM - "INVITATION FOR BIDS."**

The term "Invitation for Bids" as used herein refers to the foregoing Invitation for Bids, and its Schedule; the Instructions to Bidders; the General Terms of Sale set forth herein; and the provisions of the Special Terms of Sale, Bid Form, and Acceptance all as may be modified and supplemented by any addenda that may be issued prior to the time fixed in the Invitation for Bids for the opening of bids or conclusion of an auction.

**B. DESCRIPTIONS IN INVITATION FOR BIDS.**

The descriptions of the property set forth in the Invitation for Bids and any other information provided therein with respect to said property are based on information available to the GSA sales office and are believed to be correct, but any error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or any other federal agency, shall not constitute ground or reason for nonperformance of the contract of sale, or claim by purchaser for allowance, refund, or deduction from the purchase price.

**C. INSPECTION.**

Bidders are invited, urged, and cautioned to inspect the property to be sold prior to submitting a bid. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the bid opening or auction.

**D. CONDITION OF PROPERTY.**

The property is offered for sale and will be sold "As Is" and "Where Is" without representation, warranty, or guaranty as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which intended, and no claim for any allowance or deduction upon such grounds will be considered after the bid opening or conclusion of an auction.

#### E. ZONING.

Verification of the present zoning and determination of permitted uses thereunder, along with compliance of the property for present or proposed future use, shall be the responsibility of the bidder and the Government makes no representation in regard thereto. The Government does not guarantee that any zoning information is necessarily accurate or will remain unchanged. Any inaccuracies or changes in the zoning information shall not be cause for adjustment or rescission of any contract resulting from this Invitation for Bids or Sales Agreement.

#### F. CONTINUING OFFERS.

Each bid received shall be deemed to be a continuing offer after the date of bid opening or conclusion of an auction for 90 calendar days, unless the bid is accepted or rejected by the Government before the expiration of the 90 calendar days. If the Government desires to accept any bid after the expiration of the 90 calendar days, the consent of the bidder shall be obtained prior to such expiration.

#### G. POSSESSION.

- i. The successful bidder agrees to assume possession of the property within 15 calendar days of a written request given by the Government after acceptance of his/her bid. Should the successful bidder fail to take actual possession within such period, bidder shall, nonetheless be charged with constructive possession commencing at 12:01 a.m., local time at the location of the property, on the 16th calendar day after such request by the Government. The word "possession" shall mean either actual physical possession or constructive possession.
- ii. Although by assuming possession under (a), above, the bidder incurs certain responsibilities and obligations under other conditions of this contract, such possession does not confer any right in the bidder either to make any alterations or improvements in or to the property or to use it for any purpose of his own without first obtaining the written approval of the Contracting Officer. Any such approval will be conditioned on the bidder paying to the Government for the privileges granted, for the period from the date of the approval to the date of conveyance, an amount equal to the interest for such interval of time on the unpaid balance of the purchase price. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-½% rounded to the nearest one-eighth percent (⅛%) as of the date of bid acceptance.

#### H. TAXES.

As of the date of assumption of possession of the property, or the date of conveyance, whichever occurs first, the successful bidder shall assume responsibility for all general and special real and personal property taxes which may have been or may be assessed on the property and to prorate sums paid, or due to be paid, by the Government in lieu of taxes.

#### I. RISK OF LOSS.

As of the date of assumption of possession of the property, or the date of conveyance, whichever occurs first, the successful bidder shall assume responsibility for care and handling and all risks of loss or damage to the property and have all obligations and liabilities of ownership.

#### J. INSURANCE.

- i. In the event a bid to purchase on credit terms is accepted, the successful bidder shall procure and maintain insurance at bidder's expense during the term credit is extended effective as of the date of assumption of possession of the property or the date of conveyance, whichever occurs first, for the benefit of the Government in such kinds and amounts as may be required by the Government.
- ii. In the event a bid to purchase for cash is accepted and possession of the property is assumed by the successful bidder prior to the date of conveyance, the successful bidder shall procure and maintain insurance at bidder's expense, effective for the period from the date of assumption of possession to date of conveyance, for the benefit of the Government in such kinds and amounts as may be required by the Government.
- iii. Fire, extended coverage, and vandalism and malicious mischief insurance shall be maintained on the real and personal property covered by the bid, and such other property insurance as required to protect the Government's interest, and shall be in such amounts which, after taking into account the coinsurance provision, if any, of the insurance policies, will protect the unpaid indebtedness. All property insurance policies furnished in connection with credit sales shall be written in the name of the bidder, but shall name General Services Administration, as loss payee under a Standard Mortgage Clause (non-contributing) for real property and as a loss payee for personal property.

- iv. Insurance required by the Government shall be in companies acceptable to the Government and shall include such terms and provisions as may be required to provide coverage satisfactory to the Government. The original insurance policies or binders of insurance for the required insurance shall be provided as of the date of closing of the sale and all insurance policies or binders shall include a thirty (30) calendar day notice of cancellation to GSA.
- v. Information concerning insurance requirements will be furnished by the Real Property Disposal Division.

#### K. ANTITRUST LAWS.

The contract made by acceptance of a bid by the Government may be transmitted to the Attorney General of the United States for his advice as to whether the sale would tend to create or maintain a situation inconsistent with the antitrust laws. The acceptance of any bid by the Government may be rescinded by the Government, in case unfavorable advice is received from the Attorney General, without liability on the part of the Government other than to return the earnest money deposit without interest.

#### L. REVOCATION OF BID AND DEFAULT.

In the event of revocation of a bid after the opening of bids or conducting of an auction but prior to acceptance, or in the event of revocation of a bid after notice of acceptance, or in the event of any default by the successful bidder in the performance of the contract of sale created by such acceptance, or in the event of failure by the successful bidder to consummate the transaction, the deposit, together with any payments subsequently made on account, may be forfeited at the option of the Government, in which event the bidder shall be relieved from further liability, or without forfeiting the said deposit and payments, the Government may avail itself of any legal or equitable rights which it may have under the bid or contract of sale.

#### M. GOVERNMENT LIABILITY.

If this Invitation for Bids is accepted by the Seller and: (1) Seller fails for any reason to perform its obligations as set forth herein; or (2) Title does not transfer or vest in the Purchaser for any reason although Purchaser is ready, willing, and able to close, Seller shall promptly refund to Purchaser all amounts of money Purchaser has paid without interest whereupon Seller shall have no further liability to Purchaser.

#### N. TITLE EVIDENCE.

Any title evidence which may be desired by the successful bidder will be procured by him at his sole cost and expense. The Government will, however, cooperate with the successful bidder or his authorized agent in this connection, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in



condemnation proceedings, or other documents relating to the title of the premises and property involved, as it may have available. It is understood that the Government will not be obligated to pay for any expense incurred in connection with title matters or survey of the property

O. TITLE

If a bid for the purchase of the property is accepted, the Government's interest will be conveyed by a quitclaim deed or deed without warranty and/or, where appropriate, a bill of sale in conformity with local law and practice.

P. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE.

**The Government shall set a sale closing date, said date to be not later than 30 calendar days after acceptance of the bid.** On the closing date, the successful bidder shall tender to the Government, by wire transfer, the balance of the purchase price. Upon such tender being made by the successful bidder, the Government shall deliver to the successful bidder the instrument, or instruments, of conveyance. The Government reserves the right to extend the closing date for a reasonable amount of time for purposes of preparing necessary conveyance documents. In any event, if possession was assumed by the successful bidder prior to the date of conveyance, the successful bidder shall pay, in addition to the purchase money due, an amount determined in accordance with 7, above.

Q. DELAYED CLOSING.

The successful bidder shall pay interest on the outstanding balance of the purchase price if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the successful bidder's action and not by any action on the part of the Government. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-½% rounded to the nearest one-eighth percent (⅛%) as of the date of bid acceptance. The Government reserves the right to refuse a request for extension of closing.

R. DOCUMENTARY STAMPS AND COST OF RECORDING.

The successful bidder shall pay all taxes and fees imposed on this transaction and shall obtain at bidder's own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal and local law. All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the successful bidder's expense.

S. CONTRACT.

The Invitation for Bids, and the bid when accepted by the Government, shall constitute an agreement for sale between the successful bidder and the Government. Such agreement shall constitute the whole contract to be succeeded only by the formal instruments of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract. Nor shall the contract, or any interest therein, be transferred or assigned by the successful bidder without consent of the Government, and any assignment transaction without such consent shall be void.

T. OFFICIALS NOT TO BENEFIT.

No member of or delegate to the Congress, or resident commissioner, shall be admitted to any share or part of the contract of sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit.

**INSTRUCTIONS TO BIDDERS – SEALED BID**  
**(Government Real and Related Personal Property)**

**1. BID FORM.**

a. Bids must be submitted in duplicate on the Bid Form accompanying this Invitation for Bids, and all Information and certifications called for thereon must be furnished. Bids submitted in any other manner or which fail to furnish all information or certifications required may be summarily rejected. While telegraphic bids will not be considered, unless specifically authorized in the Invitation for Bids, bids may be modified or withdrawn by telegram prior to the time fixed in this Invitation for Bids for the opening of bids.

b. Bids shall be filled out legibly with all erasures, strikeovers, and corrections initialed by the person signing the bid and the bid must be manually signed.

c. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened.

d. In submitting a bid, only return the Bid Form (in duplicate). Retain all other documents, including one copy of the Bid Form, for your record.

**2. BID ENVELOPES.**

Envelopes containing bids must be sealed and addressed to the bid receiving office stated in this Invitation for Bids. The name and address of the bidder must be shown in the upper left corner of the bid envelope, and the invitation number, the date and hour of bid opening and the phrase "Bid for Real Property" must be shown in the lower left corner of the envelope. A gummed label for the optional use of the bidder is attached to this Invitation for Bids and bidders are urged to utilize this label. No responsibility will attach to any officer of the Government for the premature opening of or failure to open a bid not properly addressed and identified.

**3. LATE BIDS, MODIFICATIONS OF BIDS, OR WITHDRAWAL OF BIDS.**

a. Any bid received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is resolved before award is made and either:

(1) It was sent by registered or certified mail not later than the fifth calendar day prior to the date specified for the receipt of bids (e.g., a bid submitted in response to

a solicitation requiring receipt of bids by the 20th of the month must have been mailed by the 15th or earlier); or

(2) It was sent by mail (or telegram if authorized) and it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at the Government installation.

b. Any modification or withdrawal of a bid is subject to the same conditions as in a, above. A bid may also be withdrawn in person by a bidder or his authorized representative, provided his identity is made known and he signs a receipt for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bids.

c. The only acceptable evidence to establish:

(1) The date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the US Postal Service postmark on the wrapper or on the original receipt from the US Postal Service. If neither postmark shows a legible date, the bid, modification, or withdrawal shall be deemed to have been mailed late. (The term "postmark" means a printed, stamped, or otherwise placed impression that is readily identifiable without further action as having been supplied and affixed on the date of mailing by employees of the US Postal Service.)

(2) The time of receipt at the Government installation is the time-date stamp of such installation on the bid wrapper or other documentary evidence of receipt maintained by the installation.

d. Notwithstanding a and b of this provision, a late modification of an otherwise successful bid which makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

e. Bidders using certified or registered mail are cautioned to obtain a receipt showing a legible, dated postmark and to retain such receipt against the chance that it will be required as evidence that a late bid was timely mailed.

**4. BID EXECUTED ON BEHALF OF BIDDER.**

A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of his Power of Attorney or other evidence of his authority to act on behalf of the bidder.



a. Corporation. If the bidder is a corporation, the Certificate of Corporate Bidder must be executed.

The certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

b. Partnership. If the bidder is a partnership, and all partners sign the bid, with a notation that they are all the partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.

#### 5. BID DEPOSIT.

Each bid must be accompanied by a bid deposit of not less than the amount required by this Invitation for Bids, in the form of a certified check, cashier's check, or postal money order payable to the order of:

"General Services Administration or (Name of Bidder)".

This will enable bidders whose bids are rejected to negotiate the instrument once it is returned. An irrevocable letter of credit is also acceptable. If an irrevocable letter of credit is submitted, the demand draft must be payable when accompanied by a written statement that the amount drawn under the credit represents the earnest money deposit required (1) as a guarantee to support an offer made by the successful bidder to purchase the property described in the Invitation for Bids from the United States of America, or (2) as liquidated damages in the event that the successful bidder fails to comply with the terms and conditions of the Invitation for Bids. Failure to so provide such bid deposit shall require rejection of the bid. Upon acceptance of a bid, the appropriate bid deposit of the successful bidder shall be applied toward payment of the successful bidder's obligation to the Government. Appropriate bid deposits accompanying bids which are rejected will be returned to bidders, without interest, within 5 working days after rejection of the bids.

#### 6. ADDITIONAL INFORMATION.

The General Services Administration issuing office, at the address given in this Invitation for Bids, will, upon request provide additional copies of this Invitation for Bids, Bid and Acceptance, and answer requests for additional available information concerning the property offered to facilitate preparation of bids. Each bid submitted shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this Invitation for Bids.

#### 7. BIDS TO BE OPENED AT SPECIFIED TIME.

It shall be the duty of each bidder to see that his bid is delivered within the time and at the place prescribed in this Invitation for Bids. Bids (including modifications) received prior to the time fixed in this Invitation for Bids for the opening of bids will be securely kept unopened. No bid, modification, or withdrawal, received after the time fixed in this Invitation for Bids for the opening of bids will be considered except as provided under 3, above. At the time fixed for the opening of bids, their contents will be made public by announcement for the information of bidders and others properly interested who may be present either in person or by representative.

#### 8. WAIVER OF INFORMALITIES OR IRREGULARITIES.

The Government may, at its election, waive any minor informality or irregularity in bids received.

#### 9. ACCEPTABLE BID.

A bid received from a responsible bidder whose bid, conforming to this Invitation for Bids, will be most advantageous to the Government, price and other factors considered, is an acceptable bid. In the event two or more acceptable bids are received that are equal in all respects, the selection will be made by a drawing by lot limited to such equal bids.

#### 10. NOTICE OF ACCEPTANCE OR REJECTION.

Notice by the Government of acceptance or rejection of a bid shall be deemed to have been sufficiently given when telegraphed or mailed to the bidder or his duly authorized representative at the address indicated in the bid. The Government's processing of a bid deposit shall not, in itself, constitute acceptance of the bidder's offer. The Government reserves the right to reject any or all bids or portions thereof.

## QUITCLAIM DEED

STATE OF \_\_\_\_\_ }  
 COUNTY OF \_\_\_\_\_ } KNOW ALL BY THESE PRESENTS:

THAT the UNITED STATES OF AMERICA acting by and through the Administrator of General Services (hereinafter sometimes called "GRANTOR"), under and pursuant to authority of the Federal Property Act, ( 40 USCS 541, et seq.) as amended, and rules, orders, and regulations issued pursuant thereto, for and in consideration of the sum of \_\_\_\_\_ (SALES PRICE) Dollars (\$ \_\_\_\_\_) duly paid by \_\_\_\_\_ (GRANTEE'S NAME), \_\_\_\_\_ (GRANTEE'S ADDRESS) the receipt of which is hereby acknowledged, hereby QUITCLAIMS unto the said (GRANTEE'S NAME) (hereinafter sometimes called "GRANTEE"), his heirs and assigns, subject to the reservations, exceptions, covenants and conditions hereinafter set forth, all of its right, title, and interest in the following described property situated in the County of \_\_\_\_\_ (COUNTY) \_\_\_\_\_, State of \_\_\_\_\_ (STATE), to wit:

(Property description, as contained in SCHEDULE, to be inserted.)

TO HAVE AND TO HOLD the foregoing property together with all and singular the rights, privileges, and appurtenances thereunto in anywise belonging unto said Grantee, his heirs and assigns forever, subject to the reservations, exceptions, covenants and agreements herein contained.

This quitclaim deed and conveyance is expressly made subject to the following reservations in favor of the United States of America, and its assigns: (Provisions and clauses of reservation, as set forth in the SCHEDULE, to be inserted).

This quitclaim deed and conveyance is expressly made subject to the following matters in the extent and only to the extent the same are valid and subsisting and affect the property: (Provisions as to exceptions and other provisions, as set forth in the SCHEDULE, to be inserted).

Grantee covenants for himself, his heirs, assigns and every successor in interest to the property herein described or any part thereof that it shall abide by each of the following covenants, each of which will be covenants running with the land. In addition, the UNITED STATES OF AMERICA shall be deemed a beneficiary of each of the following covenants without regard to whether it remains the owner of any land or interest therein in the locality of the property hereby conveyed and shall have a right to enforce each of the following covenants in any court of competent jurisdiction; provided, however, the UNITED STATES OF AMERICA shall have no affirmative duty to any successor in title to the Quitclaim Deed to enforce any of the following covenants: (Provisions of covenants as set forth in the SCHEDULE, to be inserted).

(Provisions and clauses of reservation as set forth in SCHEDULE, to be inserted.)

(Provisions as to exceptions, as set forth in the SCHEDULE, to be inserted)

(Provisions of covenants as set forth in the SCHEDULE, to be inserted)

(Other provisions, as set forth in the SCHEDULE, to be inserted)

The interest quitclaimed hereby has been reported to the Administrator of General Services and has been determined to be surplus for disposal pursuant to said Federal Property Act 40 USCS 541 et, seq, and applicable rules, orders and regulations.

IN WITNESS WHEREOF the United States of America has caused these presents to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

UNITED STATES OF AMERICA  
 Acting by and through the  
 Administrator of General Services

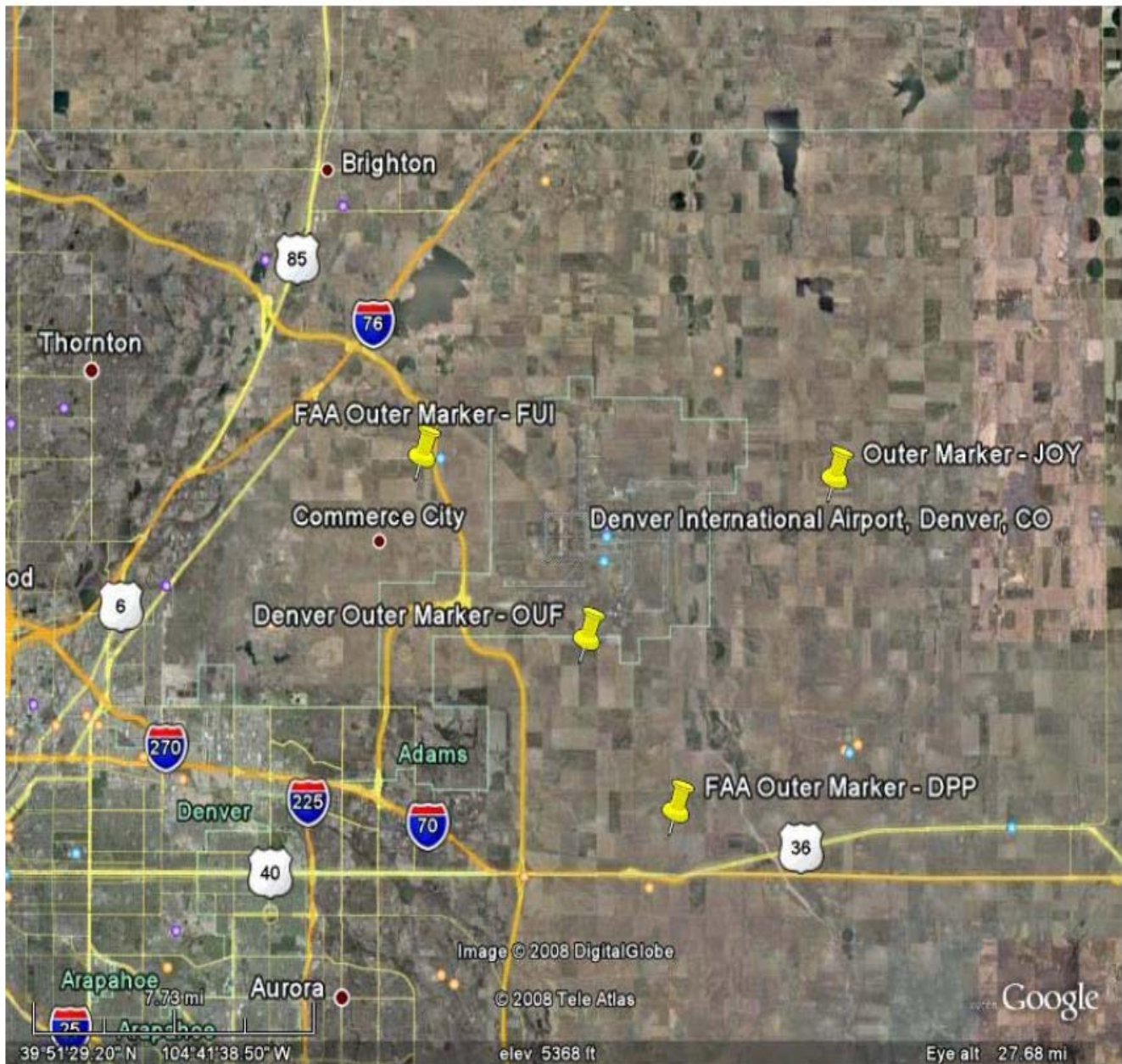
WITNESSES:

By: SCOTT ARMEY  
 Regional Administrator  
 Greater Southwest Region  
 General Services Administration

(Appropriate Acknowledgment to be added)



## Map



BID FOR PURCHASE OF GOVERNMENT PROPERTY  
(To be executed and submitted in duplicate)

**Bid Item#1 – Denver FUI**

0.39 acres of vacant land

**Bid Item#2 – Denver OUF**

2.835 acres of vacant land

**Bid Item#3 – Denver JOY**

0.08 acres of vacant land

**Bid Item#4 – Denver DPP**

0.67 acres of vacant land

TO: GENERAL SERVICES ADMINISTRATION (7PR)  
REAL PROPERTY DISPOSAL DIVISION  
ATTN: WILLIAM ROLLINGS  
819 TAYLOR STREET, ROOM 8A10  
FORT WORTH, TX 76102

Subject to: (1) the terms and conditions of the Invitation for Bids identified above, and its Schedule; (2) the Instructions to Bidders, GSA Form 1741; (3) the General Terms of Sale; (4) the Special Terms of Sale; and (5) the Quitclaim Deed Form, all of which are incorporated as a part of this bid, the undersigned bidder hereby offers and agrees, if this bid be accepted within 90 calendar days after date of bid opening, to purchase the property described in paragraph 2 of the Schedule portion of this Invitation, and for which bid price is entered below.

Description	BID AMOUNT	BID DEPOSIT – 20% OF BID AMOUNT
<b>Bid Item #1 – Denver FUI</b>	\$ _____	\$ _____
<b>Bid Item #2 – Denver OUF</b>	\$ _____	\$ _____
<b>Bid Item #3 – Denver JOY</b>	\$ _____	\$ _____
<b>Bid Item #4 – Denver DPP</b>	\$ _____	\$ _____

In the event this bid is accepted, the instrument of conveyance should name the following as Grantee(s):

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BIDDER REPRESENTS: (check appropriate space)  
That he operates as:

\_\_\_\_\_ an individual doing business as \_\_\_\_\_

\_\_\_\_\_ a partnership consisting of \_\_\_\_\_

\_\_\_\_\_ a corporation, incorporated in the state of \_\_\_\_\_

\_\_\_\_\_ a trustee acting for \_\_\_\_\_

NAME AND ADDRESS OF BIDDER (type or print)

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
Telephone Number

SIGNATURE OF PERSON AUTHORIZED TO SIGN BID \_\_\_\_\_

SIGNER'S NAME AND TITLE (type or print) \_\_\_\_\_

\_\_\_\_\_

CERTIFICATE OF CORPORATE BIDDER

I, \_\_\_\_\_, certify that I am \_\_\_\_\_  
(Secretary or other official title)

of the Corporation named as bidder herein; that \_\_\_\_\_,

who signed this bid on behalf of the bidder, was then of \_\_\_\_\_  
(Official Title)

of the said Corporation; that said bid was duly signed for and on behalf of said Corporation; by authority of its governing body and is within the scope of its corporate powers.

(SEAL)

\_\_\_\_\_  
Signature of Certifying Corporate Officer

\*\*\*\*\*

ACCEPTANCE BY THE GOVERNMENT

The foregoing bid for purchase of Government owned property known as the

\_\_\_ Bid Item 1 \_\_\_ Bid Item 2 \_\_\_ Bid Item 3 \_\_\_ Bid Item 4

is hereby accepted by and on behalf of the United States of America acting by and through the Administrator of the U.S. General Services Administration, on this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_.

Name and Title of Contracting Officer: \_\_\_\_\_

Signature of Contracting Officer: \_\_\_\_\_

U.S. General Services Administration  
Public Buildings Service  
Real Property Disposal Division (7PR)  
819 Taylor Street, Room 8A10  
Fort Worth, TX 76102-6103

*Official Use Only  
Penalty for Private Use \$300*

